

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B1600038

PRINT DATE: 07/13/20

PAGE: 01

SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS	
VENDOR ID: GVM INC 224 EAST KING ST STE 102 EAST BERLIN, PA 17316 (800)458-5123	REFER QUESTIONS TO: MILTON FERGUSON (410)767-4612 ALEX.FERGUSON@MARYLAND.GOV
ITB:	EXPR DATE: 08/01/21 POST DATE: 07/06/20
	DISCOUNT TERMS: . NET 30 DAY CONTRACT AMOUNT: 1,414,450.00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

AGENCY SPECIFIC CONTRACT
MARYLAND STATE HIGHWAY ADMINISTRATION
FOR
LIQUID DEICER STORAGE TANKS

THIS IS (1) ONE OF (2) TWO RENEWAL OPTIONS AGAINST CONTRACT
001B7400470.

CONTRACT TERM: AUGUST 02/2020 THROUGH AUGUST 01, 2021, WITH THE SAME
TERMS, CONDITIONS, AND PRICE.

VENDOR NAME : GVM, INCORPORATED

VENDOR CONTACT: KEVIN R COOK

VENDOR NUMBER : 717-778-7220

VENDOR E-MAIL : KRCGVMINC.COM

AGENCY CONTACT: SCOTT SIMONS
AGENCY ADDRESS: STATE HIGHWAY ADMINISTRATION

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TERMS (cont'd):

7491 CONNELLEY DRIVE
HANOVER, MD 21076

AGENCY NUMBER :410-582-5566
AGENCY EMAIL :SSIMONS@SHA.STATE.MD.US

INVOICES:

FOLLOWING DELIVERY AND ACCEPTANCE OF ANY MATERIALS, EQUIPMENT, SUPPLIES OR SERVICES GVM, INC., SHALL SUBMIT AN ORIGINAL INVOICE TO THE AGENCY FOR PAYMENT.

THE VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN A DELAY OF PAYMENT.

ALL QUOTATIONS ARE TO BE NET. CASH DISCOUNTS FOR ANY PERIOD WILL NOT BE ALLOWED. PRICES QUOTED SHOULD REFLECT DELIVERY F.O.B. DESTINATION AND SHALL INCLUDE ALL SHIPPING, HANDLING AND ADMINISTRATIVE CHARGES.

ANY PRODUCTS DELIVERED UNDER THIS CONTRACT WHICH DO NOT MEET THE SPECIFICATIONS OR ARE OTHERWISE FOUND TO BE DAMAGED OR DEFECTIVE, SHALL BE REJECTED AND RETURNED AT THE CONTRACTORS EXPENSE FOR REPLACEMENT OR CREDIT.

PRICE ESCALATION:

THE PRICE ADJUSTMENTS FOR THE RENEWALS SHALL BE NEGOTIATED AND MUTUALLY AGREED UPON BY DGS AND THE CONTRACTOR. DGS RESERVES THE RIGHT TO RENEW ANY AND/OR ALL CONTRACTOR'S CONTRACTS. ANY CONTRACTS WHICH ARE NOT RENEWED WILL BE COMPETITIVELY RE-BID. ESTIMATED QUANTITIES WILL BE PROVIDED FOR ANY OR ALL RENEWAL OPTIONS. UPON RENEWAL, THE EXISTING CONTRACT TERMS AND CONDITIONS WILL APPLY.

NO PRICE INCREASES WILL BE AUTHORIZED FOR THE THREE (3) YEAR BASE TERM OF THIS CONTRACT.

PRICE ESCALATIONS MAY BE PERMITTED ONLY AT THE END OF THIS PERIOD AND UPON EACH CONTRACT RENEWAL THEREAFTER AND ONLY WHERE VERIFIED TO THE SATISFACTION OF THE DGS PROCUREMENT OFFICER. HOWEVER, "ACROSS THE BOARD" PRICE DECREASES ARE SUBJECT TO IMPLEMENTATION AT ANY TIME AND SHALL BE IMMEDIATELY CONVEYED TO THE STATE OF MARYLAND.

PRICE ADJUSTMENTS MAY BE PERMITTED FOR CHANGES IN THE CONTRACTOR'S COST OF MATERIALS ONLY, NOT TO EXCEED 5% OF THE PREVAILING PRICE AT THE TIME OF THE REQUEST.

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TERMS (cont'd):

AT THE TIME OF EACH RENEWAL, THE CONTRACTOR MAY REQUEST AN INCREASE OF THE PRICES THEN PREVAILING. THE REQUEST FOR A PRICE INCREASE MUST BE SUBMITTED WITHIN TWO (2) WEEKS OF THE NOTICE FROM THE DGS PROCUREMENT OFFICER OF THE STATE'S INTENT TO EXERCISE THE RENEWAL OPTION. ANY APPROVED PRICE CHANGES WILL BE EFFECTIVE ONLY AT THE BEGINNING OF THE CONTRACT RENEWAL START DATE.

THE CONTRACTOR SHALL DOCUMENT THE AMOUNT AND PROPOSED EFFECTIVE DATE OF ANY GENERAL CHANGE IN THE PRICE OF MATERIALS.

DOCUMENTATION SHALL BE SUPPLIED WITH THE CONTRACTOR'S REQUEST FOR INCREASE WHICH WILL: (1) VERIFY THAT THE REQUESTED PRICE INCREASE IS GENERAL IN SCOPE AND NOT APPLICABLE JUST TO THE STATE OF MARYLAND; AND (2) VERIFY THE AMOUNT OR PERCENTAGE OF INCREASE WHICH IS BEING PASSED ON TO THE CONTRACTOR BY THE CONTRACTOR'S SUPPLIERS. THE DGS PROCUREMENT OFFICER WILL NOTIFY THE USING AGENCIES AND CONTRACTOR IN WRITING OF THE EFFECTIVE DATE OF ANY INCREASE WHICH IT APPROVES.

HOWEVER, THE CONTRACTOR SHALL FILL ALL PURCHASE ORDERS RECEIVED PRIOR TO THE EFFECTIVE DATE OF THE PRICE ADJUSTMENT AT THE OLD CONTRACT PRICES. THE CONTRACTOR IS FURTHER ADVISED THAT DECREASES WHICH AFFECT THE COST OF MATERIALS ARE REQUIRED TO BE COMMUNICATED IMMEDIATELY TO THE PROCUREMENT OFFICER.

DELIVERY AND ACCEPTANCE:

THE VENDOR SHALL MAKE CONTACT WITH THE "SHOPS" FOR EACH DELIVERY LOCATION 24 -48 HOURS PRIOR TO SCHEDULE/ARRANGE DELIVERY. THE EXPECTED ARRIVAL OF ANY SHIPMENTS NOT SCHEDULED IN ADVANCE, DOES NOT PERMIT SUFFICIENT PERSONNEL AND EQUIPMENT TO BE AVAILABLE FOR UNLOADING.

DELIVERIES SHALL BE MADE TO ANY "SHA" LOCATION WITHIN THE STATE OF MARYLAND LISTED ON EACH INDIVIDUAL PURCHASE ORDER (PO).

DELIVERY & INSTALLATION OF THE TANKS SHALL BE COMPLETED WITHIN 60 DAYS AFTER THE PURCHASE ORDER FORM FROM THE "MAINTENANCE FACILITY" IS RECEIVED.

IF THE TANKS ARE NOT DELIVERED BY THE 60TH CALENDAR DAY, \$25.00 WILL BE DEDUCTED FROM THE BID PRICE FOR EACH DAY WORK IS NOT COMPLETED.

SHA WILL PROVIDE A LOADER OR FORKLIFT AND AN OPERATOR TO ASSIST THE VENDOR WITH UNLOADING THE STORAGE TANK, AND PLACING & SECURING IT ON A SHA PROVIDED PAD.

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TERMS (cont'd):

THE VENDOR SHALL BE RESPONSIBLE FOR THE CONDITION OF THE UNIT/TANK UNTIL THEY ARE PLACED AND SECURED IN THEIR FINAL LOCATION.

THE VENDOR SHALL PROVIDE AND INSTALL ALL VALVES, FITTINGS, ETC., AS NOTED ABOVE FOR EACH STORAGE TANK, CONNECT TO SHA PROVIDED PUMPS, AND ASSURE PROPER OPERATION.

THE TANK GALLONAGE LISTED SHALL BE THE MINIMUM
THE VENDOR SHALL DELIVER THE STORAGE TANKS TO ALL OF THE LOCATIONS LISTED WHEN AN ORDER HAS BEEN PLACED FOR A TANK WITH A PURCHASE ORDER NUMBER.

THE CONTACT INFORMATION AND ADDRESSES FOR EACH POSSIBLE DELIVERY TO THE 'SHOPS' IS IN THE FORM OF AN ATTACHMENT.

TECHNICAL ASSISTANCE AND TRAINING:
THE VENDOR SHALL PROVIDE THE CONTACT INFORMATION FOR TECHNICAL ASSISTANCE.

ALL SHA CALLS FOR "TECHNICAL ASSISTANCE" MUST BE RETURNED WITHIN 24 HOURS OF SHA'S REQUEST FOR TECHNICAL ASSISTANCE.

AN "OPERATION" AND "REPAIR PARTS MANUAL" SHALL BE INCLUDED WITH EACH STORAGE TANK AT THE TIME OF DELIVERY.

THE "MANUAL" SHALL ADDRESS THE "OPERATION" AND "MAINTENANCE" OF THE STORAGE TANKS.

WARRANTY:

THE STORAGE TANKS SHALL HAVE A MINIMUM WARRANTY PERIOD OF THREE (3) YEARS.

ALL WARRANTY WORK SHALL BE INITIATED WITHIN THREE (3) BUSINESS DAYS AND SHALL BE ON-SITE.

VENDOR SHALL PROVIDE A MINIMUM OF TWO (2) CONTACT NAMES AND NUMBERS FOR TECHNICAL ASSISTANCE AND WARRANTY REPAIR WORK.

IF THE VENDOR IS UNABLE TO INITIATE WARRANTY REPAIR WORK WITHIN THREE (3) BUSINESS DAYS OF NOTIFICATION, SHA SHALL MAKE ARRANGEMENTS TO HAVE THE UNIT REPAIRED AND THE VENDOR AGREES TO PAY "ALL" CHARGES ASSOCIATED WITH THE REPAIRS.

THIS BLANKET PURCHASE ORDER IS FOR NEW PRODUCTS/EQUIPMENT WHICH MUST BE FREE FROM DEFECTS. USED, RE-FURBISHED OR RE-MANUFACTURED

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TERMS (cont'd):

PRODUCTS/EQUIPMENT WILL NOT BE ACCEPTED OR CONSIDERED UNLESS OTHERWISE INDICATED HEREIN.

THE DEPARTMENT OF GENERAL SERVICES' TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000 AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION # 001IT820571/MDDGS31031718 INCORPORATED HEREIN BY REFERENCE.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>		
0001	06868	EA	6,149.0000		

PUMPER OR TANK

POLYETHYLENE TANK

6,000 GALLON REPLACEMENT POLYETHYLENE TANKS. THE TANK SHALL BE A RUGGED, IMPACT RESISTANT, ONE PIECE (NO WELDS, JOINTS OR SEAMS), UV STABILIZED TO PROVIDE PROTECTION FROM THE SUN, HAVE A GRADUATED GALLONAGE INDICATOR, A 16" MANWAY WITH VENT, AND 2" OUTLETS.

SEE SPECS IN SECTION C OF J02R7400045_POLYETHYLENETANKS_DGSIFB.DOC

0002	06868	EA	6,149.0000		
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PUMPER OR TANK

POLYETHYLENE TANKS

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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6,000 GALLON (NEW INVENTORY) TANKS. THE TANK SHALL BE A RUGGED, IMPACT RESISTANT, ONE PIECE (NO WELDS, JOINTS OR SEAMS) 6,000 GALLON (MINIMUM), BE UV STABILIZED TO PROVIDE PROTECTION FROM THE SUN, HAVE A GRADUATED GALLONAGE INDICATOR, A 16" MANWAY WITH VENT, AND 2" OUTLETS. THE GRADUATED GALLONAGE INDICATOR SHALL BE AN OUTSIDE MOUNTED

SEE SPECS IN SECTION C OF J02R7400045_POLYETHYLENETANKS_DGSIFB.DOC

0003	06868	EA	9,411.0000
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PUMPER OR TANK

POLYETHYLENE TANKS

10.000GALLON REPLACEMENT POLYETHYLENE TANKS. THE TANK SHALL BE A RUGGED, IMPACT RESISTANT, ONE PIECE (NO WELDS, JOINTS OR SEAMS) 6,000 GALLON(MINIMUM) THE TANK SHALL BE UV STABILIZED TO PROVIDE PROTECTION FROM THE SUN. THE TANK SHALL HAVE A GRADUATED GALLONAGE INDICATOR, A 16" MANWAY WITH VENT, AND 2" OUTLETS. THE GRADUATED GALLONAGE

SEE SPECS IN SECTION C OF J02R7400045_POLYETHYLENETANKS_DGSIFB.DOC

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PUMPER OR TANK

POLYETHYLENE TANKS

10000 GALLON (NEW INVENTORY)THE TANK SHALL BE A RUGGED, IMPACT RESISTANT, ONE PIECE (NO WELDS, JOINTS OR SEAMS) 6,000 GALLON(MINIMUM) THE TANK SHALL BE UV STABILIZED TO PROVIDE PROTECTION FROM THE SUN. THE TANK SHALL HAVE A GRADUATED GALLONAGE INDICATOR, A 16" MANWAY WITH VENT, AND 2" OUTLETS.

SEE SPECS IN SECTION C OF J02R7400045_POLYETHYLENETANKS_DGSIFB.DOC

END OF ITEM LIST

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AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE